

EXHIBIT "A"

Seller Name and Address
LOU SOBH PONTIAC BUICK GMC INC
2473 PLEASANT HILL ROAD
DULUTH GA 30096

Buyer(s) Name(s) and Address(es)
GHEZZELLA L HOLMES
1138 WINDING STREAM CT
STONE MOUNTAIN GA 30088

No. _____
Date 08/11/2011

☐ Business, commercial or agricultural purpose Contract. ☐ Refer to the attached addendum for additional Buyers and their signatures.

Truth-in-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
8.90 %	\$ 22210.42	\$ 74322.86	\$ 96533.28	\$ 3000.00
				\$ 99533.28

Payment Schedule. Your payment schedule is:

No. of Payments 72
Amount of Payments \$ 1340.74
When Payments are Due MONTHLY BEGINNING: 09/25/2011

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the lesser of 5% of the unpaid amount of the payment due or \$50.00.

Prepayment. If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

Filing Fees. \$ N/A

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2010	LAND ROVER	RANGE ROVER	4DR 4WD HSE LUX	SALMF1D40AA319941	26799
<input type="checkbox"/> New					
<input checked="" type="checkbox"/> Used					
<input type="checkbox"/> Demo					

Description of Trade-In

Conditional Delivery

☐ Conditional Delivery. A Conditional Delivery Agreement is being signed along with this Contract. The Conditional Delivery Agreement is incorporated by reference into this Contract, and a copy of the Conditional Delivery Agreement is attached to this Contract.

Itemization of Amount Financed

a. Cash Price of Vehicle, etc. (incl. sales tax) \$ 5011.86
b. Trade-in allowance \$ 76011.86
c. Less: Amount owing, paid to third parties: N/A
d. Net trade-in (b-c) (if negative, enter \$0 here and enter the amount on line j) \$ 0.00
e. Cash payment \$ 3000.00
f. Manufacturer's rebate \$ N/A
g. Deferred down payment \$ N/A
h. Down payment (d+e+g) \$ 3000.00
i. Unpaid balance of Cash Price (a-i) \$ 73011.86
j. Financed trade-in balance (see line d) \$ N/A
k. Paid to public officials - filing fees \$ 18.00
l. Insurance premiums \$ N/A
m. Service Contract, paid for: N/A
n. AMERICAN FINANCIA FOR GAP* \$ 695.00
o. JLR SVCS FEE \$ 598.00
p. N/A \$ N/A
q. N/A \$ N/A
r. N/A \$ N/A
s. N/A \$ N/A
t. N/A \$ N/A
u. Total Other Charges/Amts Paid (j thru t) \$ 1311.00
v. Prepaid Finance Charge \$ N/A
w. Amount Financed (i+u-v) \$ 74322.86

We may retain or receive a portion of any amounts paid to others, except those fees paid to public officials.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life
☐ Single ☒ Joint ☐ None
Premium \$ N/A Term N/A
Insured N/A
Credit Disability
☐ Single ☒ Joint ☐ None
Premium \$ N/A Term N/A
Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: _____ DOB _____

By: _____ DOB _____

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A, if you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A
☐ \$ N/A Deductible, Comprehensive \$ N/A
☐ Fire-Theft and Combined Additional Cov. \$ N/A
☐ N/A \$ N/A

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☐ Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A of coverage.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 74322.86 plus finance charges according to the unpaid balance at the rate of 8.90 % per year from the date of this Contract until maturity. Finance charges accrue on a 365 day basis. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at 8.90 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-in-Lending Disclosures. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ Additional Charge. You agree to pay an additional charge of \$ N/A that will be ☒ added in cash. ☐ added to the Cash Price.

☐ Minimum Finance Charge. You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

Assignment

This Contract and Security Agreement is assigned to GATEWAY-ONE-LENDING AND 3818 F. CORONADO AVE STE 100 ANAHEIM CA 92807, the Assignee, phone (770) 753-4173.

This assignment is made ☐ under the terms of a separate agreement made between the Seller and Assignee.

☐ under the terms of the Assignment by Seller section on page 2.

☐ This Assignment is made with recourse.

Seller *Ghezzella L Holmes* 08/11/2011
By: _____ Date _____

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of this Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost. Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ Service Contract

Term _____ Price _____
Coverage _____
☒ Gap Waiver or Gap Coverage
Term 72 Price \$ 695.00
Coverage N/A
☐ N/A
Term _____ Price _____
Coverage _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no oral or written agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer *Ghezzella L Holmes* 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

Ghezzella L Holmes 08/11/2011
By: GHEZZELLA L HOLMES Date _____

By: LOU SOBH PONTIAC BUICK GMC INC 08/11/2011
Date _____

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to the Retail Installment Contract and Security Agreement. The parties agree that the Contract is the only document that governs the sale of the Vehicle and any other terms of the Contract. "Vehicle" means each motor vehicle and any other personal property that is the subject of the Contract. "Property" means the Vehicle and all other personal property that is the subject of the Contract. "Description of Property and Additional Protections" section.

Purchase of Property. You agree to purchase the Property from us, subject to the terms and conditions of the Contract. Seller will not make any repairs or additions to the Vehicle except as set forth in the Description of Property section.

Down Payment. The Total Sale Price shown in the Truth-in-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this type of credit transaction. If you pay a finance charge of less than the maximum amount, we will first apply the amount to reduce the principal balance and, when the principal has been paid in full, we will apply any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

Prepayment. You may prepay this Contract in full or in part at any time. See Minimum Finance Charge section. Any partial prepayment will not reduce any scheduled payments. A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

Refund Payment. If any scheduled payment is more than twice as large as the average of all other regularly scheduled payments, you may request that payment when due at our prevailing rate if you meet our credit standards at that time. The terms we offer for that refund must otherwise be as favorable as the original terms of this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income, or we do not offer similar credit at that time.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$30.00 or 5% of the face amount of the instrument, whichever is greater, plus the amount of any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored, after we provide any demand or notice required by law.

Governing Law and Interpretation. This Contract is governed by the law of Georgia and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of the Contract. You authorize us to contract any clerical error or omission in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to monitor the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using pre-recorded/recorded voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you contract, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorney fees after default and referral to an attorney not a satisfied employee of ours.

If an event of default occurs to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other fees or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the Payment section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property (if legal process is not required), but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then forward what you owe us.
- Except when prohibited by law and after we provide any required notice, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (if such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have the right to recover that property, and we will give you any notice(s) required by law before we dispose of the property.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also agree to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Down Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else.
- You will keep our claim in the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- Except when in use, the Property will be located at your address set forth in this Contract.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection.

Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the Insurance Disclosure section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assessments of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amount you will owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than the rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the Payment section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a vehicle. The information you see on the window for this vehicle is part of this contract. Information on the window form overrides any contradictory information on the contract. La información que se ve en la ventanilla de esta información es parte de este contrato. La información que se ve en la ventanilla de esta información es parte de este contrato. La información que se ve en la ventanilla de esta información es parte de este contrato. La información que se ve en la ventanilla de esta información es parte de este contrato.

Third Party Agreement

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may review, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

By: _____ Date: _____

Assignment by Seller

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights, title and interest in this Contract, and any guarantee described in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to file all legal or other actions which Seller could have taken under this Contract.

(Separate Agreement. If this Assignment is made under the terms of a separate agreement as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

- Seller warrants:
- The Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
 - The statements contained in this Contract are true and correct.
 - The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
 - This sale was completed in accordance with all applicable federal and state laws and regulations.
 - The Contract is valid and enforceable in accordance with its terms.
 - The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
 - The Contract was mailed in the Seller free of all liens. It is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
 - A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
 - The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
 - Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorney's fees.

Seller will indemnify Assignee for any loss sustained by a because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of repayment or nonrepayment and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compromise or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

Unless otherwise indicated on page 1, this Assignment is without recourse.

With recourse. If this Assignment is made "with recourse" as indicated on page 1, Assignee below this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.